

FILED

2013 NOV 18 PM 2:00

CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
SANTA ANA

BY \_\_\_\_\_

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION

September 2012 Grand Jury

UNITED STATES OF AMERICA,  
Plaintiff,

v.

BRYAN D'ANTONIO,  
aka Brian D'Antonio,  
aka Brian Toney,  
CHARLES WAYNE FARRIS,  
aka Wayne Farris, and  
RONALD RODIS,  
Defendants.

SA CR No.

**SA CR 13-0208**

I N D I C T M E N T

[18 U.S.C. § 1349: Conspiracy to  
Commit Wire Fraud; 18 U.S.C.  
§ 1343: Wire Fraud; 18 U.S.C.  
§ 401(3): Criminal Contempt]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this indictment:

1. The Financial Group, Inc., ("TFG") was a California corporation. TFG did business, at various times, as Rodis Law Group ("RLG") and America's Law Group ("ALG") (collectively "the company").

1           2. From approximately November 2008 through approximately  
2 April 2009, RLG purported to offer loan modification assistance  
3 to struggling homeowners facing foreclosure. RLG offered these  
4 services in exchange for a flat retainer fee. Defendants BRYAN  
5 D'ANTONIO, also known as ("aka") "Brian D'Antonio," aka "Brian  
6 Toney" ("D'ANTONIO"), CHARLES WAYNE FARRIS, aka "Wayne Farris"  
7 ("FARRIS"), and RONALD RODIS and their co-conspirators falsely  
8 told potential clients that RLG could guarantee lower interest  
9 rates, reduced principal balances, specific monthly payment  
10 amounts, and a had 100% success rate.

11           3. From April 2009 through June 8, 2009, ALG purported to  
12 offer loan modification assistance to struggling homeowners  
13 facing foreclosure. ALG offered these services in exchange for  
14 a flat retainer fee. Defendants D'ANTONIO, FARRIS, and RODIS  
15 and their co-conspirators falsely told potential clients that  
16 ALG could guarantee lower interest rates, reduced principal  
17 balances, specific monthly payment amounts, and a 100% success  
18 rate.

19           4. Defendant D'ANTONIO owned, operated, and managed TFG,  
20 RLG, and ALG. Defendant D'ANTONIO held the position of "CEO" at  
21 TFG and was also referred to at the company as the "Senior  
22 Managing Director" and "General Sales Manager" of RLG.  
23 Defendant D'ANTONIO was referred to as the "Senior Managing  
24 Director" of ALG. Defendant D'ANTONIO was subject to a federal  
25 court order permanently banning him from engaging in any  
26 telemarketing activity. The same court order also permanently  
27 banned defendant D'ANTONIO from misrepresenting any fact  
28 material to a consumer's decision to buy any good or service.

1 Additionally, at the time that defendant D'ANTONIO entered into  
2 the conspiracy, defendant D'ANTONIO was on federal supervised  
3 release in the Central District of California following his  
4 convictions for mail and wire fraud.

5 5. Defendant FARRIS operated and managed RLG and ALG.  
6 Defendant FARRIS was referred to at the company as the "Managing  
7 Director" of RLG and "Senior Managing Director" of ALG.

8 6. Defendant RODIS was an attorney licensed to practice  
9 law in the State of California. Defendant RODIS was referred to  
10 at the company as an "Owner" and "Senior Partner" of RLG.

11 7. Defendants D'ANTONIO, FARRIS, and RODIS conducted the  
12 business of TFG, RLG, and ALG in Orange County, California, and  
13 elsewhere.

14 B. OBJECT OF THE CONSPIRACY

15 8. Beginning on an unknown date but at least as early as  
16 in or around March 2008 and continuing until in or around June  
17 2009, in Orange County, within the Central District of  
18 California, and elsewhere, defendants D'ANTONIO, FARRIS, and  
19 RODIS, together with others known and unknown to the Grand Jury,  
20 knowingly combined, conspired, and agreed with each other to  
21 commit wire fraud, in violation of Title 18, United States Code,  
22 Section 1343.

23 C. THE MANNER AND MEANS OF THE CONSPIRACY

24 The object of the conspiracy was to be carried out and  
25 accomplished, in substance, as follows:

26 9. Defendants D'ANTONIO, FARRIS, and RODIS, and other co-  
27 conspirators, placed advertisements on radio stations  
28 broadcasting nationwide. These advertisements, which targeted

1 struggling homeowners who were facing foreclosure, promised loan  
2 modification assistance. In an effort to induce homeowners to  
3 sign up for RLG's purported loan modification assistance,  
4 defendant RODIS falsely claimed in an advertisement that RLG  
5 employed a "team of experienced attorneys" who were "highly  
6 skilled in negotiating lower interest rates and even lowering  
7 your principal balance." The advertisements instructed  
8 homeowners to call a toll-free number for further information.

9 10. Upon calling the toll-free number, interested  
10 homeowners were transferred to "intake officers" who pitched  
11 RLG's and ALG's purported loan modification assistance. During  
12 the pitches, the intake officers, who were tasked with selling  
13 struggling homeowners the purported loan modification  
14 assistance, followed scripts created by defendants D'ANTONIO and  
15 FARRIS, among others, that contained false statements,  
16 representations, and promises regarding RLG's and ALG's loan  
17 modification assistance.

18 11. Following the scripts, the intake officers falsely  
19 told homeowners: "We routinely postpone trustee sales, lower  
20 monthly payments and even negotiate for a reduction in principal  
21 loan amounts." The scripts also indicated: "All of our  
22 attorneys are licensed in Federal Court, so we will be able to  
23 represent you in any State."

24 12. Acting at defendants D'ANTONIO and FARRIS' direction,  
25 intake officers also falsely and fraudulently told homeowners  
26 that RLG and ALG were "100% successful" in obtaining loan  
27 modifications from lenders.

1        13. In an effort to further induce struggling homeowners  
2 to sign up for the purported loan modification assistance,  
3 defendant FARRIS and others developed form e-mails for intake  
4 officers to send to homeowners following the initial call that  
5 repeated many of the false statements, representations, and  
6 promises that were made over the telephone. These e-mails  
7 falsely and fraudulently stated, among other things: "We  
8 typically lower interest rates, extend fixed rate terms, push  
9 any past due monies owed to the back of the loan, extend the  
10 total length of the term of the loan, and even lower principle  
11 [sic] balances on mortgages."

12        14. Other scripts and e-mails falsely claimed that RLG and  
13 ALG would conduct "forensic audits" of the homeowner's mortgage  
14 and file lawsuits against lenders on the homeowner's behalf.  
15 Scripts and e-mails also falsely stated that RLG and ALG had "11  
16 years of experience" and had been "re-writing mortgage contracts  
17 since 1996."

18        15. To establish credibility for their scheme, capitalize  
19 on struggling homeowners' fear, and induce struggling homeowners  
20 to pay fees, defendants D'ANTONIO, FARRIS, and RODIS and their  
21 co-conspirators directed intake officers to falsely claim that  
22 RLG had a "qualifying committee" that screened potential clients  
23 and rejected approximately 25 percent of interested homeowners.

24        16. Acting at the direction of defendants D'ANTONIO,  
25 FARRIS, and RODIS and their co-conspirators, intake officers  
26 also falsely told homeowners that RLG employees would conduct a  
27 "preliminary strategy session" to plan and successfully  
28 negotiate a loan modification.

1        17. In order to further the scheme to defraud and to  
2 conceal their fraudulent activities, defendants D'ANTONIO,  
3 FARRIS, and RODIS, and other conspirators discussed ways to make  
4 RLG appear like a "traditional law office" and not a "call  
5 center." Defendants D'ANTONIO, FARRIS, and RODIS discussed  
6 altering the physical appearance of the office, discussed the  
7 number of times potential "clients" should be contacted, and  
8 discussed changes to advertising and marketing, all in effort to  
9 prevent potential victims from learning that RLG was not a law  
10 firm.

11        18. Based on the fraudulent representations and promises,  
12 RLG and ALG signed up struggling homeowners for purported loan  
13 modification assistance and charged a "retainer fee." These  
14 fees varied based on the amount of the homeowner's mortgage, but  
15 typically started at \$3,500. Defendants D'ANTONIO, FARRIS, and  
16 RODIS took the struggling homeowners' payment by credit card,  
17 check, and electronic account withdrawals. Payments could be  
18 divided into three monthly installments.

19        19. Acting at defendants D'ANTONIO's, FARRIS', and RODIS'  
20 and their co-conspirators' direction, intake officers often  
21 recommended that homeowners skip mortgage payments in order to  
22 pay RLG's retainer fee. The intake officers, acting at  
23 defendants D'ANTONIO's, FARRIS', and RODIS' direction, assured  
24 the struggling homeowners that RLG would save their homes from  
25 foreclosure if they paid money set aside for their mortgages to  
26 RLG instead of the lender.

27        20. After defendants D'ANTONIO, FARRIS, and RODIS  
28 obtained the struggling homeowners' money, they e-mailed various

1 documents to the homeowner. These documents included an  
2 "Initial Client Letter," "Designee Authorization/Power of  
3 Attorney," and "Retainer Agreement." Homeowners were instructed  
4 to complete and sign these documents and to return them by fax  
5 or e-mail. Intake officers also instructed homeowners to gather  
6 and fax financial records, such as tax returns, mortgage payment  
7 receipts, and proof of income to RLG and ALG.

8 21. Homeowners who paid the "retainer fee" were assigned a  
9 "case manager" and "negotiator," who purportedly worked with  
10 defendant RODIS or another attorney to obtain a loan  
11 modification from the homeowner's lender. RLG and ALG employees  
12 falsely told homeowners that a "team of attorneys" or a "team of  
13 paralegals" was assigned to their case. RLG and ALG employees  
14 falsely told homeowners that defendant RODIS was personally  
15 handling their loan modification.

16 22. Case managers and negotiators often contacted  
17 homeowners via e-mail or telephone for additional paperwork,  
18 including paperwork already collected by intake officers. This  
19 paperwork was purportedly used to create a loan modification  
20 "package" that was to be submitted to the homeowner's lender for  
21 consideration. Case managers and negotiators falsely told  
22 homeowners that RLG and ALG were "in negotiations" with lenders.

23 23. Homeowners who retained RLG and ALG often called to  
24 speak to their assigned case manager or negotiator. These  
25 homeowners were often unable to reach anyone. To prevent  
26 homeowners from learning of the scheme to defraud, defendant  
27 FARRIS and others directed that all incoming homeowner calls be  
28 directed into a voice-mail system. Homeowners who reached an

1 employee were falsely told that the homeowner's case manager or  
2 negotiator was in a meeting or otherwise unavailable to speak  
3 with the homeowner.

4 24. Consumers filed complaints against RLG with the State  
5 Bar of California, the Better Business Bureau, and other  
6 agencies. To further the scheme to defraud and prevent others  
7 from learning of the scheme to defraud, defendants D'ANTONIO,  
8 FARRIS, and RODIS and RLG and ALG employees threatened to sue  
9 homeowners who filed complaints or posted negative reviews of  
10 RLG's and ALG's services.

11 25. To further the scheme to defraud and conceal defendant  
12 D'ANTONIO's involvement in RLG's and ALG's operations because  
13 defendant D'ANTONIO was subject to an Federal Trade Commission  
14 ("FTC") injunction, had been convicted of mail fraud, and was on  
15 federal supervised release, defendant RODIS, employee C.D.,  
16 attorney N.C., and others were listed as owners and registered  
17 agents on corporate documents for TFG, RLG, and ALG.

18 26. During the course of the scheme to defraud, defendants  
19 D'ANTONIO, FARRIS, and RODIS and their co-conspirators  
20 fraudulently obtained more than \$12,000,000 from struggling  
21 homeowners. Defendants D'ANTONIO, FARRIS, and RODIS split  
22 proceeds from the fraudulent scheme amongst themselves.

23 27. As early as February 2009, RLG employees discussed the  
24 possibility of an FBI or FTC investigation. Initially,  
25 defendant RODIS demanded more money from defendant D'ANTONIO.  
26 Later, defendant RODIS demanded that defendants D'ANTONIO and  
27 FARRIS remove defendant RODIS' name from further operations of  
28 RLG. In response, defendants D'ANTONIO and FARRIS changed the



1 company's name to "America's Law Group" and recruited attorney  
2 N.C. to serve as the "Senior Partner" of ALG. In all other  
3 respects, ALG operated identically to RLG.

4 28. To fraudulently induce homeowners to hire RLG and ALG  
5 to handle loan modifications, defendants D'ANTONIO, FARRIS, and  
6 RODIS provided and made, and caused others to provide and make,  
7 materially false statements and defendants D'ANTONIO, FARRIS,  
8 and RODIS concealed and omitted to state, and caused others to  
9 conceal and omit to state, material facts, including, among  
10 others, the following:

11 Materially False Statements

12 a. That RLG and ALG had been in business for 11  
13 years, when in truth and in fact, both companies existed for  
14 less than one year;

15 b. That RLG and ALG were 100% successful in obtaining  
16 loan modifications for clients, when in truth and in fact, only  
17 a very small number of clients ever received a modification of  
18 their loan;

19 c. That RLG and ALG routinely obtained lower monthly  
20 payments, reductions in principal balance, interest rates, and  
21 often had late payments forgiven, when in truth and in fact,  
22 these results were rarely achieved for any clients;

23 d. That RLG and ALG were law firms and homeowners had  
24 a team of attorneys and real estate professionals assigned to  
25 their cases, when in truth and in fact, attorneys rarely  
26 reviewed individual files and few RLG and ALG employees had  
27 experience negotiating loan modifications.

Omission/Concealment of Material Facts

e. That defendant RODIS did not typically handle negotiations with lenders for clients;

f. That, in October 1999, the FTC filed a complaint against defendant D'ANTONIO alleging that defendant D'ANTONIO violated the law and made unsubstantiated claims in the sale of a work-at-home business opportunity;

g. That, in July 2001, a federal judge entered an order prohibiting defendant D'ANTONIO and all persons or entities directly or indirectly under his control from engaging in telemarketing;

h. That, in March 2003, defendant D'ANTONIO was convicted of one count of Mail Fraud, in violation of 18 U.S.C. § 1341 and one count of Wire Fraud, in violation of 18 U.S.C. § 1343. These convictions resulted from defendant D'ANTONIO's participation in a telemarketing scheme;

i. That defendants D'ANTONIO, FARRIS, RODIS, and others employed by RLG and ALG had received numerous complaints from homeowners about RLG's and ALG's inability to obtain loan modifications from lenders.

D. OVERT ACTS

29. In furtherance of the conspiracy and to accomplish the object of the conspiracy, defendants D'ANTONIO, FARRIS, and RODIS, together with other conspirators known and unknown to the Grand Jury, committed and caused others to commit the following overt acts, among others, on or about the following dates, within the Central District of California and elsewhere, including, but not limited to, the following:

1        OVERT ACT 1: On or about October 28, 2008, defendant  
2 FARRIS, using the address cwf@taxreliefasap.com, sent an email  
3 to defendants RODIS and D'ANTONIO and others instructing RLG  
4 employees to say the following to homeowners who asked about  
5 stopping mortgage payments: "I can only advise you to do  
6 whatever is in your own best interest. If that's in your best  
7 interest to do, then yes that's what you should do. You should  
8 also know that if you do that while we are negotiating for you,  
9 there will be no foreclosure action against you."

10       OVERT ACT 2: On or about November 7, 2008, defendant RODIS,  
11 using the address attorneyronrodیس@yahoo.com, e-mailed defendant  
12 D'ANTONIO at e-mail address bdd@taxreliefasap.com to discuss  
13 "Particulars re: the Rodis Law Group." Defendant RODIS wrote:  
14 "My only concern is that from my research, in the legal  
15 industry, law firms do not grow at such a rapid pace. If we do  
16 grow at an exponential rate, we will be under the microscopic  
17 scrutiny of the State Bar. In addition, since the DOJ has been  
18 cracking down on loan mod companies (2 in Los Angeles and 1 in  
19 OC) we should fly under the radar and direct attention away from  
20 us."

21       OVERT ACT 3: On or about November 19, 2008, homeowner M.P.  
22 called RLG and spoke with employee M.B. During the telephone  
23 call, M.B. followed a script and training provided by defendant  
24 FARRIS. M.B., following the script and training, told homeowner  
25 M.P. that she could skip her mortgage payment to pay RLG's  
26 "retainer fee." M.B. said: "If you don't want to make your  
27 payment, that's fine, I can protect you through the  
28 negotiations...."

1        OVERT ACT 4: On or about November 30, 2008, defendant  
2 RODIS, using the address attorneyronrodis@yahoo.com e-mailed  
3 defendant D'ANTONIO at e-mail address bdd@taxreliefasap.com.  
4 Defendant RODIS wrote: "This company has to have the look and  
5 feel of a traditional law office and I can work with Wayne on  
6 that aspect." Later in the same e-mail, defendant RODIS wrote:  
7 "The numbers we are making can support a monthly salary of \$25k  
8 for each of us and and [sic] another increase in the next few  
9 months. Then there is the issue of the use of my name and  
10 reputation and the risk involved to me."

11        OVERT ACT 5: On or about December 1, 2008, defendant  
12 D'ANTONIO, using the e-mail address bdd@taxreliefasap.com,  
13 forwarded the e-mail in Overt Act 4 to defendant FARRIS at e-  
14 mail address cwf@taxreliefasap.com. In response, defendant  
15 FARRIS wrote: "It doesn't seem to be something he realizes, but  
16 if Ron weren't here, I'm sure we can find plenty of attorneys  
17 who would like to hang their license here at reasonable  
18 compensation, and sales would go forward unaffected."

19        OVERT ACT 6: On or about December 5, 2008, homeowner K.V.  
20 called RLG and spoke with employee R.C. During the telephone  
21 call, R.C. used a script prepared by defendant FARRIS. R.C.,  
22 following the script, told homeowner K.V.: "We're actually 100  
23 percent successful. We've never had one instance where a lender  
24 is not willing to work with us."

25        OVERT ACT 7: On or about December 18, 2008, defendant  
26 D'ANTONIO, using the e-mail address bdd@taxreliefasap.com, e-  
27 mailed RLG employee S.S. and defendant FARRIS. In the e-mail,  
28

1 defendant D'ANTONIO asked S.S. to create an "outbound  
2 telemarketing schedule" to address missed calls.

3 OVERT ACT 8: On or about January 14, 2009, RLG charged  
4 homeowner T.Y.'s Mastercard \$3,500 for loan modification  
5 services.

6 OVERT ACT 9: On or about January 15, 2009, defendant  
7 D'ANTONIO told a meeting of various RLG employees: "We're here  
8 to make money, not to help people. We are here to make a  
9 profit."

10 OVERT ACT 10: On or about February 5, 2009, RLG employee  
11 M.L. e-mailed defendant FARRIS and other RLG employees regarding  
12 "Missing Items in Files." In the e-mail, M.L. wrote: "If a  
13 client has been signed up with us for over 2 months, is it  
14 really a good thing to tell that client that we have not even  
15 contacted their lender!?!...even if it is the truth? They need  
16 to understand that their job requires them to bend the truth  
17 sometimes to make the client feel better."

18 OVERT ACT 11: On or about March 2, 2009, RLG employee K.A.,  
19 using the address kja@rodislawgroup.com, e-mailed homeowner P.K.  
20 using a scripted e-mail provided to the sales staff by defendant  
21 FARRIS and others. In the e-mail, K.A. wrote: "The bottom line  
22 is we routinely rewrite mortgage contracts on behalf of our  
23 clients." Later, K.A. wrote: "If the bank we are negotiating  
24 against doesn't want to do what we want to do for our client, we  
25 always offer to haul them into court and in front of a judge; do  
26 a forensic analysis of the loan documents, review the documents  
27 for RESPA violations, TILA violations, GFE violations and  
28 Predatory Lending Violations."

1           OVERT ACT 12: On or about March 19, 2009, RLG employee  
2 K.A., using the address kja@rodislawgroup.com, e-mailed  
3 homeowner P.K. to explain the steps to be accepted as a client  
4 at RLG. K.A. wrote the "qualifying committee, made up of  
5 attorneys and paralegals, will review to make sure the case is  
6 winnable." In the same e-mail, K.A. also wrote: "This is a  
7 process that needs to be taken because all the attorneys on  
8 staff are federally licensed and regulated by the Attorney  
9 General."

10           OVERT ACT 13: On or about March 25, 2009, RLG charged  
11 homeowner P.K.'s American Express card \$5,500 for loan  
12 modification services.

13           OVERT ACT 14: On or about May 11, 2009, ALG supervisor  
14 R.O., using the address rxo@americaslawgroup.com e-mailed ALG  
15 employees R.C., C.H., J.W., J.P., and M.B. an updated version of  
16 the "Seven Things The Banks Do Not Want You To Know." The  
17 "Seven Things" included, "As a Law Firm we routinely lower our  
18 client's mortgage interest rates" and "As a Law Firm we  
19 routinely lower our client's monthly payments."

COUNTS TWO THROUGH NINE

[18 U.S.C. § 1343]

A. INTRODUCTORY ALLEGATIONS

30. The Grand Jury re-alleges and incorporates herein by reference the Introductory Allegations of Count One of this indictment.

B. THE FRAUDULENT SCHEME

31. Beginning on an unknown date but at least as early as in or around March 2008 and continuing until in or around June 2009, in Orange County, within the Central District of California, and elsewhere, defendants D'ANTONIO, FARRIS, and RODIS, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud victims as to material matters, and to obtain money and property from victims by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

32. The fraudulent scheme was carried out in the manner and means described at paragraphs nine through 29, which the Grand Jury hereby re-alleges and incorporates herein by reference as if fully set forth herein.

C. THE USE OF THE WIRES

33. To execute the above-described fraudulent scheme, on or about the below-specified dates, within the Central District of California, and elsewhere, defendants D'ANTONIO, FARRIS, and RODIS, while aiding and abetting each other, and together with others known and unknown to the Grand Jury, transmitted and

caused the transmission of the following items by means of wire communication in interstate commerce:

COUNT	DATE	DESCRIPTION OF WIRE
TWO	12/3/2008	Telephone call between victim D.B. in Washington and RLG employee J.Y. in California
THREE	1/14/2009	Telephone call between victim T.Y. in Nevada and RLG employee J.L. in California
FOUR	1/16/2009	Telephone call between victim C.R. in North Carolina and RLG employee M.M. in California
FIVE	1/2009	Telephone call between victim B.A. in Utah and RLG employee A.D. in California
SIX	2/04/2009	E-mail from RLG employee R.M. in California to victim M.C. in Illinois
SEVEN	3/19/2009	E-mail from RLG employee K.A. in California to victim P.K. in Florida
EIGHT	3/24/2009	Telephone call between victim D.K. in Virginia and RLG employee V.K. in California
NINE	3/24/2009	Telephone call between victims R.H. and K.H. in Massachusetts and RLG employee C.S. in California



COUNTS TEN AND ELEVEN

[18 U.S.C. § 401(3)]

A. INTRODUCTORY ALLEGATIONS

34. The Grand Jury re-alleges and incorporates herein by reference the Introductory Allegations, and the Manner and Means section of Count One of the indictment.

B. THE 2001 COURT ORDER

35. At all times relevant to this indictment, defendant BRYAN D'ANTONIO ("D'ANTONIO") was subject to the provisions of a Stipulated Final Judgment and Order for Permanent Injunction entered by the United States District Court for the Central District of California ("The 2001 Court Order").

36. The 2001 Court Order was the result of an enforcement action brought by the Federal Trade Commission ("FTC") in FTC v. Data Medical Capital, Inc., 99-CV-1266-AHS against defendant D'ANTONIO, in which the FTC alleged defendant D'ANTONIO made material misrepresentations to consumers while promoting a work-at-home opportunity.

37. On or about July 13, 2001, the United States District Court for the Central District of California entered the 2001 Court Order in the case. Defendant D'ANTONIO signed the order and formally acknowledged receiving and agreeing to every provision of the 2001 Court Order.

38. Section I of the 2001 Court Order prohibited defendant D'ANTONIO, whether acting "directly or through any corporation, limited liability company, subsidiary, division, or other device," from "engaging in or, receiving any remuneration of any kind whatsoever from, holding any ownership interest, share, or

1 stock in, or serving as an officer, director, trustee, general  
 2 manager of, or consultant or advisor to, any business entity  
 3 engaged in... (b) Telemarketing or assisting others engaged in  
 4 telemarketing."

5 39. The 2001 Court Order defined "telemarketing" as "a  
 6 plan, program or campaign which is conducted to induce the  
 7 purchase of goods or services by the use of one or more  
 8 telephones and which involves more than one interstate telephone  
 9 call."

10 40. Section II of the 2001 Court Order prohibited  
 11 defendant D'ANTONIO, and all persons or entities directly and  
 12 indirectly under his control, from misrepresenting, expressly or  
 13 by implication, any fact material to a consumer's decision to  
 14 buy or accept a good or service.

15 41. On or about the dates specified below, defendant  
 16 D'ANTONIO knowingly and willfully disobeyed and resisted a  
 17 lawful order, decree, and command of the United States District  
 18 Court for the Central District of California, namely, Section I  
 19 of the 2001 Court Order, by engaging in, and receiving  
 20 remuneration from, holding an ownership interest and share in,  
 21 and serving as an officer, director, general manager of and  
 22 consultant and advisor to the following business entities  
 23 engaged in telemarketing:

Count	Approximate Dates	Entity
TEN	11/2008 through 6/2009	Rodis Law Group
ELEVEN	4/2009 through 6/2009	America's Law Group

## COUNTS TWELVE THROUGH TWENTY-THREE

[18 U.S.C. § 401(3)]

42. The Grand Jury hereby repeats and re-alleges Paragraphs 34 through 40 inclusive as if fully set forth herein.

43. On or about the dates set forth below, defendant BRYAN D'ANTONIO ("D'ANTONIO") knowingly and willfully disobeyed and resisted a lawful order, decree, and command of the United States District Court for the Central District of California, namely, Section II of the 2001 Court Order, in that, directly and through a business entity and in connection with the advertising, marketing, promoting, and offering for sale of a service, defendant D'ANTONIO made and caused to be made false and misleading statements and representations of material fact, expressly and by implication, concerning a service, namely the Rodis Law Group loan modification service. Specifically, defendant D'ANTONIO caused his agent and employee to provide false and misleading information to the victims on or about the dates set forth below:

COUNT	DATE	VICTIM	MISREPRESENTATION
TWELVE	11/19/08	M.P. of Rowland Heights, California	Likelihood of successful loan modification
THIRTEEN	12/03/08	D.B. of Spokane, Washington	Likelihood of successful loan modification
FOURTEEN	12/23/08	M.E. of North Hills, California	Likelihood of successful loan modification and specific actions RLG would take
FIFTEEN	1/2009	C.R. of Clayton,	Likelihood of successful loan

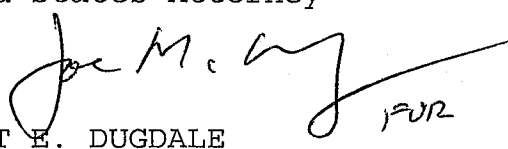
		North Carolina	modification and RLG's experience modifying loans
SIXTEEN	1/2009	T.Y. of Fernley, Nevada	Likelihood of successful loan modification
SEVENTEEN	1/05/09	B.A. of Salt Lake City, Utah	Likelihood of successful loan modification and likelihood that an attorney would be assigned to his case
EIGHTEEN	2/2009	L.B. of Hidden Valley Lake, California	Likelihood of successful loan modification and RONALD RODIS' personal involvement in her case
NINETEEN	2/2009	B.D. of Mammoth Lakes, California	Likelihood of successful loan modification and identity of attorneys assigned to her case
TWENTY	2/04/09	M.C. of Plainfield, Illinois	Likelihood of successful loan modification
TWENTY- ONE	3/24/09	D.K. of Gainesville, Virginia	Likelihood of successful loan modification and likelihood than an attorney would be assigned to his case
TWENTY- TWO	3/24/09	R.H. and K.H. of Wareham, Massachusetts	Likelihood of successful loan modification

1 2 3 4	TWENTY-THREE	3/2009	P.K. of Pompano, Florida	Likelihood of successful loan modification and likelihood than an attorney would be assigned to his case
------------------	--------------	--------	--------------------------	--

5  
6 A TRUE BILL

7  
8 15/  
9 Foreperson

10  
11 ANDRÉ BIROTTE JR.  
United States Attorney

12   
13 ROBERT E. DUGDALE  
14 Assistant United States Attorney  
15 Chief, Criminal Division

16 DENNISE D. WILLETT  
17 Chief, Santa Ana Branch Office

18 JOSEPH T. McNALLY  
19 Assistant United States Attorney  
20 Deputy Chief, Santa Ana Branch Office

21 MICHAEL S. BLUME  
22 Director, Consumer Protection Branch  
23 Department of Justice

24 CHRISTOPHER E. PARISI  
25 Trial Attorney, Consumer Protection Branch  
26 Department of Justice  
27  
28